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HACLA

Housing Authority of the City of Los Angeles

HOUSING AUTHORITY
OF
THE CITY OF LOS ANGELES

2600 Wilshire Blvd.
Los Angeles, CA 90057

REQUEST FOR PROPOSALS
FOR
BOND COUNSEL

IMPORTANT DATES

Issue Date:	**6/4/2026**	
Last Date for Written Questions:	**6/15/2026**	**11:00 AM (PST)**
Deadline for Submission:	**7/6/2026**	**11:00 AM (PST)**

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HACLA

Build HOPE: Investing in People and Place

June 4, 2026

SUBJECT: BOND COUNSEL

Interested Parties:

The Housing Authority of the City of Los Angeles' ("HACLA") is seeking proposals from qualified and experienced firms to procure bond counsel on an as-needed basis as described more fully in the Scope of Services attached hereto as Exhibit A.

The scope of services and instructions for preparing proposals are contained in the Request for Proposal (RFP), which is available on the Regional Alliance Marketplace for Procurement ("RAMP") website at www.rampla.org, a service provided by the City of Los Angeles and the Los Angeles Business Council. RAMP access requires registration, which is free. **If you do not register at: www.rampla.org, you will not receive notification of any Addenda that may be issued for this solicitation.**

An optional pre-proposal conference will **not** be conducted for this RFP. Proposals must be received at: 2600 Wilshire Blvd., Los Angeles, CA 90057 no later than **11:00 a.m. Pacific Standard Time (PST) on July 6, 2026.** Proposals may be hand delivered by contacting the Contract Administrator identified below, who will coordinate the delivery with building security. Proposals may also be delivered by private express delivery service (UPS, FedEx, OnTrac, FastTrak or any other commercial carrier with real-time tracking and delivery) or the U.S. Postal Service.

If you have questions concerning this solicitation, please contact **Swan Lam**, Contract Administration Manager at: Swan.Lam@hacla.org. Your interest and participation are greatly appreciated.

Sincerely,

Signed by:
A4D530D0FD904FA...

Suket Dayal,
Chief Administrative Officer

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I. INTRODUCTION

A. Profile

HACLA was established in 1938 by City of Los Angeles Resolution No. 1241, and has since grown to become one of the nation's largest and leading public housing authorities, providing the largest supply of quality affordable housing to residents of the City of Los Angeles. HACLA currently owns and manages a citywide portfolio of 9,405 housing units, administers monthly housing assistance payments for more than 58,000 families, and provides a wide range of programs and services.

HACLA's funds are derived from five main sources: HUD's annual operating subsidy, HUD's annual public housing Capital Fund, Section 8 rental subsidies, rents from HACLA's public housing units, and other public (federal and non-federal) and private sources. HACLA's annual budget exceeds $1 billion.

B. Purpose

The Housing Authority of the City of Los Angeles ("HACLA") issues this Request for Proposals ("RFP") to procure bond counsel to be provided on an as-needed basis, as described more fully in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference ("Services").

These Services are being procured using the procedures for competitive proposals authorized by HACLA's Procurement Policy. The procured Services will be paid using non-federal and federal funding from the United States Department of Housing and Urban Development ("HUD").

HACLA intends to seat a panel of qualified providers ("Service Providers"), each operating under **one-year contracts with four (4) one-year options**, for a total contracting period of up to five years. Service Providers will be selected on the basis of best value to HACLA based on the relative score of the proposals as they are evaluated, rated and ranked in accordance with the technical and price factors specified in this RFP. The number of Service Providers selected will be determined based on the quality of the proposals and HACLA's business needs.

II. GENERAL INFORMATION

A. Contracts Administrator

The Contracts Administrator for this Request for Proposals ("RFP") is **Swan Lam**. Questions concerning this RFP may be directed to Swan Lam, via email at: **Swan.Lam@hacla.org**.

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No contact regarding this RFP is permitted between providers submitting proposals and members of the Evaluation Panel or HACLA staff after issuance of the RFP, with the exception of the Contracts Administrator identified above. Any such contact may disqualify a business from further consideration. Requests for clarification are permitted provided such requests are made through the Contracts Administrator.

B. General Qualifications

Providers are expected to have demonstrated experience, expertise and resources to provide Services. Proposals will be evaluated based on the factors set forth in Part III below.

C. General Instructions

1. Minimum Acceptance Period

"Acceptance period" as used in this provision means the number of calendar days available to HACLA to award a contract, which is calculated commencing upon the day the proposal is due. HACLA requires a minimum acceptance period of a period of 120 days. Any proposal allowing less than HACLA's minimum acceptance period will be rejected.

2. Submission of Written Questions

Questions regarding this RFP **must** be submitted electronically (i.e., via email) and received by Swan Lam, Contracts Administrator, at Swan.Lam@hacla.org. no later than 11 **a.m. on June 15, 2026**. HACLA is not obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above. HACLA will only respond to questions that are relevant to the RFP and will result in greater clarity for all providers.

3. RFP Addenda

If it becomes necessary for HACLA to revise any part of this RFP, or to answer questions or provide clarification or additional information after this RFP is released, a written addendum will be posted to RAMP at **www.rampla.org**. As previously indicated, access to RAMP requires registration, which is free.

If addenda are issued, provider transmittal letters must include a statement acknowledging receipt of the addenda.

All addenda issued become part of this RFP. Providers may ascertain whether any addenda have issued by reviewing this RFP listing at **www.rampla.org**. It is the responsibility of providers to determine whether any addenda have been issued.

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4. Submittal Instructions

Proposals must be received at HACLA's business office at 2600 Wilshire Boulevard, Los Angeles no later than **11:00 a.m. PST on July 6, 2026.**

All proposals shall be enclosed in a sealed package marked with the words "**Proposal Responding to RFP No. HA-2026-37-NF BOND COUNSEL; Do Not Open Until 11:00 a.m. on July 6, 2026**."

Please submit one readable CD-ROM disk or USB flash drive of the proposal. Providers are responsible for ensuring disks or drives are readable. HACLA, at its sole discretion, may reject proposals submitted with unreadable disks or drives as non-responsive.

Proposals may be hand delivered at 2600 Wilshire Boulevard (entrance is through the building's subterranean parking structure accessible from Rampart Blvd). Please contact the Contracts Administrator identified herein, who will coordinate the receipt of the proposal. Please note HACLA does not provide parking. Limited street and private parking are available within a few minutes' walk of the parking structure entrance.

5. Receipt of Proposals

Proposals will be accepted until the submission deadline identified above. Proposals received by mail will be stamped with the date and time when HACLA mail is generally opened. Proposals that are hand delivered by proposers and couriers will be stamped with the date and time received by the Receptionist posted in the lobby of HACLA's General Business Office.

HACLA will not be responsible for, nor accept as a valid excuse for late bid delivery, any delay in mail service or other delivery method. **HACLA does not accept the submittal of proposals through email or other electronic methods.**

6. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by providers in: (i) preparing its proposal in response to this RFP; (ii) submitting that proposal to HACLA; (iii) negotiating with HACLA any matter related to this RFP, including a possible contract; or (iv) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. HACLA will not, under any circumstance, be liable for any pre-contractual expenses incurred by providers, and providers shall not include any such expenses as part of their proposals.

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7. Subcontracting

Providers are required to identify all proposed subcontractors on the List of Subcontractors attached hereto as Exhibit E.

8. No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit HACLA to award a contract. HACLA expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to waive any irregularities or informalities in the offers received, to negotiate with providers, or to cancel all or part of this RFP.

9. Joint Offers Not Accepted

Where two or more providers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. HACLA intends to contract with a single business and not with multiple providers doing business as a joint venture.

10. Proposed Contract

The Service Providers selected for contract award through this RFP will be required to enter into a written contract with HACLA. The contract attached hereto as Exhibit J is the agreement proposed for execution (the "Proposed Contract"). The Proposed Contract will be modified to incorporate the necessary elements of the successful contractor's proposal, including provider's offer or the outcome of contract negotiations, if any, and to incorporate other pertinent contract terms and conditions including those required to comply with applicable Federal and/or State laws and regulations.

Any exceptions or deviations from the requirements set forth in the Proposed Contract must be declared in the proposal at the time of submittal. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations."

11. Protests

Protests must be in writing and delivered electronically (i.e., via email) or by mail to the attention of the Contracts Administrator in accordance with HACLA's Procedures for Competitive Solicitation Protests ("Protest Procedures"). The Protest Procedures may be reviewed at www.hacla.org/forms.

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12. Notice Regarding Disclosure of Proposal Contents

All proposals received by HACLA will become the property of HACLA and be considered "public records" as defined by Government Code section 7920.530(a) of the California Public Records Act (Government Code section 7920 et. seq.). After contract award, all proposals are subject to public inspection and/or copying except as provided herein. Exception is made for providers' submitted Service Provider Responsibility Questionnare, which is marked as "Confidential." HACLA's General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility, and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure per Evidence Code section 1040 and Government Code section 7922.000.

13. Insurance Requirements

The insurance coverages and amounts required for these Services are:

Workers' Compensation (statutory) / Employer's Liability (HACLA as a certificate holder and no exclusions for lead or asbestos)	$1,000,000
Commercial General Liability (HACLA as an additional insured) (X) Premises and Operations (X) Contractual Liability, Oral and Written per form CG000-1 as an insured contract (X) Independent Contractors (X) Products/Completed Operations (X) Property Damage Incl. Completed Operations (X) Fire Legal Liability	$1,000,000
Automobile Liability (Evidence of insurance in the form of ACORD listing HACLA as a certificate holder) (X) Owned Automobiles (X) Non-Owned/Hired Automobiles	$500,000
Errors and Omissions (Professional Liability) (HACLA as a certificate holder)	$1,000,000

Additional requirements concerning insurance coverages are set forth in the Contractual Requirements for Insurance, which may be viewed at HACLA's Forms, Documents and Policies page at www.hacla.org/forms. The Service Provider awarded the Contract will be required to provide requisite certificates and endorsements prior to contract execution in the case of contracted work or the start of work in the case of purchase orders.

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14. Vendor and SAM Registrations

All providers submitting proposals shall complete vendor registration on Oracle iSupplier at www.hacla.org/becomeavendor. Providers who are already registered vendors shall review and update their accounts for accuracy at iSupplier.

Register your entity or get a Unique Entity ID to get started doing business with the federal government at: https://sam.gov/entity-registration

The System for Award Management (SAM.gov) is an official website of the U.S. Government. There is no cost to use SAM.gov. Eventually, SAM.gov will offer a single login to navigate the federal award lifecycle. Today, you can use this site to:

- Register to do business with the U.S. Government
- Update, renew, or check the status of your entity registration
- Get a Unique Entity ID
- Search for entity registration and exclusion records
- Search for assistance listings (formerly CFDA.gov), wage determinations (formerly WDOL.gov), and contract opportunities (formerly FBO.gov)
- Run contract data reports (formerly part of FPDS.gov).
- View and submit BioPreferred and Service Contract Reports
- Access publicly available data via data extracts and system accounts

All proposers submitting proposals must complete vendor registration on HACLA's Oracle iSupplier site at www.hacla.org/becomeavendor. Bidders who are already registered vendors with HACLA shall review and update their iSupplier account information as needed

15. Workforce Profile

All providers submitting proposals shall submit a completed Contractor Workforce Profile (Exhibit F), which provides information concerning the race and ethnic designations of each permanent, full-time (eight hours or more per day) employee employed by the business. The race and ethnic designations are those used by the Equal Employment Opportunity Commission.

16. Information About Other Procurement Opportunities

You can obtain information about other procurement opportunities by visiting HACLA's website at www.hacla.org/en/contracts-and-procurement/open-solicitations, and by accessing the Regional Alliance Marketplace for Procurement ("RAMP"), a service provided by the City of Los Angeles and the Los Angeles Business Council at www.rampla.org. RAMP access requires registration, which is free.

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17. Procurement Policy

All procurement activities of HACLA are conducted in accordance with HACLA's Procurement Policy, applicable state and federal laws and regulations, including 2 CFR at Part 200, particularly sections 200.318 through 200.326 (procurement standards), all as may be amended from time to time. HACLA's Procurement Policy may be viewed at HACLA's Forms, Documents and Policies page at www.hacla.org/forms.

18. City Minimum Wage Ordinance

Service Providers are advised that employees working at least 2 hours in a particular week within the City of Los Angeles are entitled to payment of the applicable minimum wage under the City of Los Angeles Minimum Wage Ordinance ("MWO"). As of July 1, 2024, the base minimum wage for all employers regardless of the number of employees is $17.28 per hour. Some businesses are eligible for exemption or deferral. HACLA expects its Service Providers to consider the cost of compliance in their proposed pricing. Service Providers are responsible for determining the extent to which the MWO is applicable, and for remaining well-informed of any changes to the MWO that may affect employee compensation. For more information on the MWO, visit https://wagesla.lacity.org/.

19. Confidentiality

All providers are encouraged to review the Confidentiality provisions included in the Contract, which imposes upon the contracting Service Provider standards of care for the protection of confidential information.

III. PROPOSAL FORMAT AND CONTENT

A. Presentation

Proposals should be submitted in electronic form (8-1/2" x 11"-page size format). Proposals should not include any unnecessarily elaborate or promotional material. See the Submittal Instructions in the prior section for other presentation requirements.

B. Proposal Content

1. Transmittal Letter/Introduction

A letter of transmittal or introduction addressed to the Contracts Administrator and signed by a person authorized to bind the business to the terms of the proposal must accompany the proposal. The letter must, at a minimum, contain the following:

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(a) The name of the business, and its mailing address and telephone number;

(b) The name, title and contact information (email address and telephone number) for the provider's primary contact person;

(c) A statement to the effect that the proposal will remain valid for a period of not less than 120 days from the due date for proposals (see Minimum Acceptance Period above);

(d) A statement that the business is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency; and

(e) If applicable, a statement acknowledging receipt of any addenda issued for this RFP.

2. Table of Contents

Proposals must include a complete table of contents for material included in the proposal. The Table of Contents should appear immediately following the Transmittal Letter/Introduction.

3. Qualifications

Overview: HACLA awards Contracts only to responsible prospective Service Providers who are qualified to perform the Contract and are in good standing with HACLA, and where required, in good standing with the California Secretary of State's Office. A responsible Service Provider is one who meets the following standards: (i) a satisfactory record of business integrity and has demonstrated the attribute of trustworthiness; (ii) adequate financial resources, or the ability to obtain such resources as required during performance of the contract; (iii) able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments; (iv) has a satisfactory record of performance; (v) is otherwise qualified and eligible to receive an award under applicable laws and regulations; (vi) has the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them; and (vii) has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them. Service Provider responsibility is evaluated by examination of a variety of resources, including but not limited to Service Provider's proposal, responses to the Service Provider Responsibility Questionnaire attached as Exhibit C and vendor registration documents, state and federal lists of debarred, suspended or ineligible businesses or individuals, commercial credit rating reports, references, and documented past performance on HACLA contracts.

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Regarding the business: the following information **must** be provided:

In the proposal submittals law firms **must** address how they utilize artificial intelligence (AI) in providing their legal services with the following areas among those they should address:

- Confidentiality
- Competence, Research and Due Diligence
- Copyright/Intellectual Property Rights
- Supervision of Junior Attorneys
- Fees for Services

(a) Identify the number and location of offices, principal lines of business, number of employees, and days/hours of operation. Disclose any conditions (e.g., pending litigation or settlements, planned office closures, impending merger, etc.) that may affect the business's ability to perform under the Contract.

(b) Describe the business's most noteworthy qualifications for providing the required services to HACLA. Describe previous experience performing work that is similar in nature and scope to the subject Services, including previous or ongoing work performed for HACLA or other public agencies. Specifically highlight qualifications that distinguish the business from other businesses that provide similar services.

(c) Provide references from at least 3 relevant business clients (preferably other public housing authorities and other public agencies) to which the business is currently providing services. Include agency and/or company names, beginning/ending dates of contracts, and names, titles and telephone numbers of individuals that HACLA can contact as references.

The Qualifications information should be attached behind the Table of Contents tab.

4. Proposed Staffing

Overview: This section informs HACLA of the provider's staffing.

Furnish the following information for the firm, including information concerning any attorneys proposed to offer Services on an "Of Counsel" basis:

(a) Identify the Key Personnel within the business who would be assigned to provide Services to HACLA. Furnish (as part of the Appendices) brief resumes (not more than two pages long) for each such person, and, if the business has multiple locations, identify his/her primary assigned location.

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(b) Designate a Project Manager/Account Manager who would provide day-to-day direction of the contracted Services and become HACLA's primary contact person.

The Proposed Staffing information should be attached behind the Qualifications tab.

5. Price

Overview: This section discloses provider's price(s) to perform the Services as well as its price(s) for additional Services, and conditions that may result in an increase in prices during the contract term. All prices quoted must be fully-burdened (i.e., direct labor + overhead + profit) and all-inclusive of all items, services and costs that the provider needs to complete the Services (e.g., tools, equipment, materials, insurance, licensing, bonding, etc.). Quoted prices will be evaluated to determine whether they are necessary and reasonable for the conduct of the proposed contract, reflect a clear understanding of the requirements, and are consistent with the methods of performance described in the proposal.

(a) Complete the Billing Rates form at Exhibit B for all legal professionals who would bill under the Contract.

(b) Provide Billing Rates that span the entire proposed five-year term.

Reimbursed Costs: The Billing Rates form identifies certain expenses that may be reasonably and necessarily incurred in the performance of the Services. The Contract provides that reimbursable expenses shall be billed at actual net cost, without any "mark ups" or surcharges and must be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure). The Contract also provides that expenses that exceed $500.00 must be approved by HACLA, in writing and in advance of incurring the cost. Note, HACLA does not reimburse for local travel costs, including but not limited to travel time from Service Provider's office to HACLA's Office or project site. Legal representation provided to the Authority for insured matters may be subject to additional requirements and limitations as set forth in the insurance carrier's retention guidelines, letter of engagement or elsewhere.

6. RESERVED

7. Diversity Outreach Requirements (0 points)

HACLA, [consistent with 2 CFR 200.231], encourages that all feasible efforts shall be made to promote that small and minority-owned businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered and as set forth below:

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a) Including such firms, when qualified, on mailing lists;

b) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

d) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f) Encouraging prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

8. Exceptions and Deviations

This portion of the proposal may be utilized by Providers to declare and thoroughly explain any proposed exceptions to or deviations from the requirements set forth in this RFP, including any exceptions or deviations from the terms and conditions contained in the Proposed Contract.

9. Appendices

The Appendices portion of the proposal should contain all of the following:

(a) Resumes for all Key Personnel identified in the Proposed Staffing section.

(b) Proof of insurance. See Insurance Requirements section above for coverage details.

(c) Any additional information the provider deems essential to a proper evaluation of the proposal, which is not included in any of the foregoing sections. Providers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material. Appendices should be relevant and brief.

IV. PROPOSAL EVALUATION AND CONTRACT AWARD

A. Evaluation Panel

An Evaluation Panel with expertise on the subject matter will be responsible for reviewing, analyzing and evaluating proposals received and may also conduct contract negotiations with the highest rated provider(s) and perform other tasks related to this RFP. The Panel is responsible for recommending to the Board of Commissioners the providers whose proposals are the most advantageous to HACLA, with price and other factors considered. Panelists serve without compensation.

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B. Evaluation Criteria

By use of numerical and narrative scoring techniques, proposals will be evaluated by the Evaluation Panel against the evaluation criterion included herein:

1. Qualifications **(35 pts)**
2. Proposed Staffing **(30 pts)**
4. Price (based on all Billing Rates) **(35 pts)**
5. Diversity Outreach **(0 pts)**

Upon selection of the most qualified providers, HACLA may require the finalists to make an oral presentation to the Evaluation Panel to further explain their proposals. If such interviews are conducted, HACLA's appraisals of the presentations will also be factored into the final scores assigned the proposals. However, providers are advised that award may be made without interviews or further discussion.

C. Negotiations

Negotiations are exchanges between HACLA and providers that are undertaken with the intent of allowing providers whose proposals have a reasonable chance of being selected for award to revise and/or clarify their proposals. Negotiations are generally conducted as panel interviews. Negotiations will be conducted unless the Evaluation Panel is able to identify the proposal (or proposals if multiple proposals will be selected) that offers the best value to HACLA based on the relative score of the proposals as they are evaluated, rated and ranked in accordance with the technical and price factors specified in this RFP.

If negotiations are conducted, the scope and extent of those negotiations are a matter of HACLA's judgment. During negotiations, providers will be treated fairly and equally. No provider will be given any information about any other provider's proposal, and no provider will be assisted in bringing its proposal up to the level of any other proposal.

HACLA will invite all providers in the competitive range to make any changes they wish in their technical proposal and pricing and submit their best and final offers ("BAFOs"). BAFOs will be evaluated in essentially the same manner as the initial offers. At his/her discretion, the Contracting Officer may have the entire Evaluation Panel or only a subset of the Panel evaluates the BAFOs. In either case, the Contracting Officer will ensure that a full evaluation is conducted sufficient to support the award decision that is most advantageous to HACLA based upon the cost or price and other factors specified in this RFP. A common deadline will be established for the receipt of BAFOs.

BAFOs are usually requested only once in a procurement. However, in exceptional circumstances, the Contracting Officer may determine that it is in HACLA's best interest to

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conduct another round of negotiations and request a second BAFO. In such cases, the Evaluation Panel may also re-determine the competitive range based upon the BAFOs. In that case, only those providers remaining in the competitive range will be asked to submit an additional BAFO.

D. Contract Award

HACLA intends to award multiple contracts as the result of this RFP. Contracts will be awarded to the top qualified providers based on Best Value, which is generally defined by HACLA's Procurement Policy as offering the most advantageous value to HACLA. Contracts valued in excess of $350,000 are required to be approved by HACLA's Board of Commissioners at a noticed, public meeting.

V. EXHIBITS LIST

The exhibits listed below are attached, and are incorporated herein by this reference. Exhibits marked in **bold** with a bracket (**[ ]**) must be submitted with the proposal, if applicable.

A Scope of Services
[B] Proposal Price/Cost Form
[C] Service Provider Responsibility Questionnaire
[D] Declaration of Compliance with Vendor Diversity Outreach Requirements
[E] List of Subcontractors (submit only if subcontractors will be utilized)
[F] Workforce Profile
G Proposed Contract (in draft form)

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Exhibit A

SCOPE OF SERVICES

BACKGROUND

The scope of services will consist of providing legal services to HACLA, its affiliates, and its non-profit instrumentalities on an as-needed basis in support of programs administration, operations, and initiatives. The types of legal services required generally fall into the categories set forth below. Legal work will be assigned under direction of HACLA's General Counsel, internal counsel, and other HACLA staff as appropriate.

REQUIRED LEGAL SERVICES

Bonds - Provide legal advice as Bond and or Disclosure Counsel, including drafting all necessary bond documents related to the issuance of tax-exempt or taxable multifamily, single-family, general obligation or other governmental bonds, notes or certificates of participation, conduit bonds and private placement transactions; review all financing documents related to the issuance of the applicable bonds or notes; examine, research, and review all applicable laws and regulations relevant to or in any way affecting the issuance, sale, execution and delivery of securities; potential credit enhancement through Fannie Mae or Freddie Mac products or other providers; provide written opinions as necessary relating to bonds; assist the Authority, its instrumentalities financing team, including municipal finance advisors and development partners, financing team, including municipal finance advisors and development partners in resolving issues related to the successful issuance and closing of the applicable transaction; advise the Authority on matters that may arise after the issuance of bonds, including IRS, HUD, internal and other audits, ownership transfers between the Authority and its instrumentalities, allowable credit substitutions, federal tax compliance and reporting, conduit bond issuer fees and loan/note/bond payoff/redemption procedures, refinancing of existing bonds or notes, assistance with SEC reporting and disclosure requirements as necessary;, assist with rating agency presentations as requested;, and represent the Authority when it is an issuer of conduit bonds, whether as a co-developer or as a subsidy provider or ground lessor; and represent the Authority as Lender Counsel when general obligation bonds are issued for construction purposes and the proceeds are loaned to the Authority or an Authority affiliate.

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ATTACHMENT 2

REQUIREMENTS FOR TRAVEL-RELATED REIMBURSEMENTS

These requirements are applicable when HACLA agrees to reimburse eligible Service Providers for necessary and reasonable travel expenses incurred while performing contracted services. Unless otherwise expressly authorized by HACLA, the only Service Providers eligible for travel reimbursement payments are those whose regular place of business is in excess of one hundred (100) miles from the project site, or, in the absence of a project site, HACLA's central business office at 2600 Wilshire Boulevard, Los Angeles, California (i.e., "non-local" travel).

Any travel for which a claim for reimbursement will be submitted requires HACLA's prior written authorization. Service Providers shall be solely responsible for any travel-related expenses incurred without HACLA's prior written authorization.

HACLA will not reimburse for any extraordinary travel, lodging or subsistence expenses that are beyond the posted GSA rates for the appropriate travel area. Transportation charges, regardless of duration or destination, must be at the lowest practical and available fare. Upgrades from basic (coach) services will not be reimbursed. Service Providers should make use of government rates whenever possible; otherwise, corporate rates or other discounts should be obtained. Travel should be planned as far in advance as possible to take advantage of discounted fares.

Requests for reimbursement shall be submitted within sixty days of the last date of travel, on a proper invoice with supporting receipts, invoices and/or other proof of expenditures. The invoice shall describe the dates, destinations and purpose of the travel and shall include a copy of HACLA's written travel authorization.

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ATTACHMENT 3

GUIDELINES FOR OUTSIDE COUNSEL

These Guidelines for Outside Counsel are intended to establish a standard for reasonable billing practices, and to encourage accountability and decision making based on cost-benefit considerations. The following guidelines apply regardless of whether the matter being handled is covered by HACLA's insurance carrier. Moreover, these guidelines apply in addition to any guidelines imposed by the carrier.

Personnel

HACLA will pay for the reasonable time of attorneys and paralegals who will perform the legal services to be delivered to HACLA pursuant to the Contract. The firm's designated billers and their billing rates shall be identified at the start of the contract term ("Designated Billers List"), before engaging in services on HACLA's behalf. Thereafter, the biography and billing rate of newly designated attorneys and the billing rate of newly designated paralegals shall be provided to HACLA before the attorney/paralegal engages in services on HACLA's behalf. HACLA will not reimburse for billing entries by attorneys and paralegals who are not included on the Designated Billers List.

Upon request of HACLA, firms shall designate the personnel assigned to provide services on a particular billing matter, who shall remain assigned to the matter until its conclusion, absent their departure from the firm.

For certain activities, such as review of HACLA files and compilation of documents and information, use of HACLA personnel may be more efficient. Firms are expected to consult with HACLA before beginning any major project to collect information that is readily available from HACLA.

Billing Rates

Firms are also responsible for notifying HACLA of any changes to the Designated Billers List, including changes to the applicable billing rates based on change of status, such as elevation from Junior Associate to Senior Associate. HACLA will not pay for rate increases by any billers on the case unless HACLA has provided its written consent to the rate increase.

Over staffing/Over working/Duplication of Work

HACLA will not pay for more than one attorney doing any particular task unless HACLA has approved that arrangement in advance, in writing. For example, HACLA will not pay for two or

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more attorneys attending the same deposition or court appearance. HACLA will pay for the time recorded by only one senior attorney for in-office conferences, but only if the conference is an occasional, necessary strategy meeting related to some significant legal event or proceeding. HACLA will not pay for duplicative time charges by two or more attorneys (e.g., duplicative charges for legal research, reviewing documents, drafting documents, etc.) HACLA will not pay for "training" or "apprenticeship" time, or for the involvement of billers who work on the case irregularly or sporadically ("transient" billers), unless a particular biller has a special expertise that substantially advances the matter.

Firms shall limit the scope of work performed to the work necessary to accomplish the assignment. HACLA will not pay fees for work performed beyond the assigned scope of services, such as unnecessary research, the results of which are not relevant to the assigned case or matter. Firms are expected to be mindful of the status of the matters they are handling and avoid performing unnecessary tasks if a case or matter is close to settlement or conclusion.

Paralegals

Use of paralegals is encouraged, provided they meet the requirements set forth herein. Assignment of work to paralegals should not result in duplicative activity between attorneys and paralegals, or the reworking or rewriting of paralegals' work product by attorneys. HACLA will not pay for paralegal time spent performing clerical/secretarial work (e.g., filing, indexing, sorting, organizing, photocopying and bates stamping documents) unless it has been approved by HACLA in advance, in writing. Paralegals are expected to perform true paralegal work (e.g., research, document productions, preparing discovery or responses, interviewing witnesses, etc.).

Computer-Assisted Electronic Research (CALR)

HACLA selects firms based, in part, on providers' claims of expertise and experience in certain areas of the law. Firms shall obtain HACLA's written permission prior to incurring charges in excess of $500 for the billing cycle for computer-assisted electronic research (CALR) including, but not limited to Lexis and Westlaw charges. HACLA will not reimburse firms for CALR charges in excess of $500 that were incurred without HACLA's prior written approval.

Travel

Restrictions on travel reimbursements are set forth in the Contract. HACLA will not reimburse travel expenses that are not permitted under the Contract or are otherwise prohibited by HUD. Requests for travel reimbursements should be accompanied by details concerning the purpose of the travel and appropriate backup documentation.

Overhead; Overtime

HACLA will not reimburse firms for expenses that are considered to be part of the general law

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firm overhead, including but not limited to, administrative time, secretarial time, calendaring, setting up files, indexing, word processing, air conditioning, equipment rental, office supplies, meals, snacks, beverages, seminars, books or association dues, etc. HACLA will not pay for any overtime charges by firm's staff unless the overtime is approved by HACLA in advance and in writing.

No Surcharges/Mark-ups

All expenses billed to HACLA shall reflect the law firm's actual net cost, without any "mark ups" or surcharges. This includes, but is not limited to, photocopying, parking cost, computer research, long distance telephone and, messenger service, etc.

Specificity

HACLA will not pay for billings where the descriptions of services provided are so vague that HACLA cannot understand the precise nature of the work performed. Billing terms such as "research", "strategy", "analysis", "discovery", "conference", "meeting", "review pleadings" and "preparation", which are used without any further explanation of the specific subject matter, specific work performed or persons involved are unacceptable. Time entries for telephone conferences and letters must specify the persons involved and subject matter.

Block Billing

HACLA will not pay for narrative or "block" billing entries. Invoices containing such entries will be returned to the law firm for further breakdown. When numerous tasks are performed by a biller on a particular billing day, each task should be identified separately and a specific amount of time recorded for each task. Specifically related tasks may be grouped together.

Billings for Billings

HACLA will not pay for time charges associated with review, preparation, explanation or "breakdown" of legal billings submitted for payment, or for administrative work performed, such as responding to or answering inquiries regarding the billings.

Apportionment of Attorney Time

Firms may bill HACLA on an apportioned basis only where a task benefits more than one case, such as in the case of a law and motion appearance wherein one attorney appears on two matters. If the actual time spent is 2.5 hours, the attorney should apportion the 2.5 hours between the two matters on a reasonable basis and should not bill 2.5 hours for <u>each</u> case.

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Paper Wars

HACLA shall not pay for pointless discovery battles known as "paper wars" with opposing counsel. Such conduct is to be discouraged as it rarely helps the case.

Depositions

HACLA expects firms to keep the costs of deposition transcripts to a minimum. When depositions are taken, HACLA will reimburse firms the reporter's fee for one copy of the transcript. Firms are responsible for photocopying the transcript for its records, and as otherwise needed to share with deponents, witnesses, etc. Likewise, when attending depositions of other parties or witnesses, HACLA expects firms to work with opposing counsel to share the cost of the original or a copy and simply photocopy the transcript. Prior written approval from HACLA is required for reimbursement of charges for expedited originals or expedited copies of deposition transcripts.

Deposition Summaries

HACLA will not reimburse firms for routine digesting or summarizing of depositions and documents unless the work is approved in advance and in writing. Detailed deposition summaries prepared for trial, if approved, should be brief and prepared by the attorney who took the deposition. Transcript summaries should not be prepared until trial is imminent. HACLA will not reimburse firms for summaries that are in effect a complete regurgitation of everything said in the deposition.

Media Coverage

HACLA generally does not authorize firms to offer media comment on matters being handled for HACLA. Any media inquiries about HACLA's business affairs should be referred to HACLA who will determine whether any comment by the firm is appropriate.

Litigation Planning and Evaluation

If the firm is providing litigation services, the partner in charge should provide a written assessment of litigation actions or claims within 45 days after referral, or less, if warranted by the circumstances and requested by HACLA. Additional written assessments should be provided at the close of the pleadings, at the completion of discovery, upon any notable developments and upon requests made by HACLA.

The initial assessment shall include a strategic plan that details the available options for handling the matter, the major steps likely to be involved, the timing and sequence of the major steps, and the projected cost for each major phase of the representation.

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While HACLA recognizes that many factors outside the control of counsel may affect the course of events and require revisions to the strategic plan, HACLA assumes that firms will follow the plan and will remain within the cost projections unless HACLA receives advance notice that departures may be necessary and concurs in the recommendation.

HACLA expects the partner in charge to periodically review with HACLA the possible settlement of the dispute or the use of methods of alternate dispute resolution, and to remain alert to these options throughout the course of the matter.

Litigation Budget

If the firm is providing litigation services, the firm is expected to prepare a litigation budget, which should be provided to HACLA concurrent with the written assessment required above, or sooner if warranted by the circumstances and requested by HACLA. The litigation budget shall outline projected attorney time for investigation, responsive pleadings, motions, discovery, and legal research and projected costs for outside experts. The initial budget shall be for pre-trial fees and costs only. Firms will be expected to prepare a separate trial budget. It is imperative that firms immediately inform HACLA concerning substantial deviations from any proposed budget.

Litigation Status Reports

If the firm is providing litigation services, in addition to sending HACLA copies of all significant correspondence, internal memoranda of fact or law, and Court filings, a quarterly Litigation Case Report should be forwarded to HACLA, even during periods of inactivity, on all prejudgment matters. Status reports for closed matters (i.e., matters that have been settled, fully satisfied, dismissed, discharged, etc.) provided the firm has previously notified HACLA, in writing, that the matter has been closed.

For inactive matters (i.e., collection litigation where a judgment has been obtained by HACLA and no writs or other activity by the firm are ongoing; or defense matters wherein no at issue memo has been filed and there has been no activity for 6 months), status reports are to be submitted annually on the anniversary date of the contract, rather than quarterly.

Mandatory Settlement Conference and Trial Dates

HACLA must know that a particular matter is coming to trial or arbitration sufficiently far in advance of the date so HACLA can review the file in depth. Status reports prepared by firms should advise HACLA as to the date for mandatory settlement conferences as well as trial dates. Firms are responsible for contacting HACLA well in advance of the trial date if HACLA's officers and/or employees (past or present) are required for trial so their availability can be determined.

Preventative Advice

HACLA views its use of firms as a resource by which HACLA can improve its ability to defend and

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represent the municipal corporation. Firms are encouraged to share their thoughts as to alternative ways in which HACLA can serve the public or preventative steps that should be taken to minimize future litigation.

Billing Format

Time entries must be recorded in tenths of an hour and must be full and complete descriptions of the work performed. All invoices submitted for payment shall follow the guidelines set forth below.

1. All invoices shall be accompanied by a summary transmittal page, which shall be the first page of the invoice. The summary page must provide the following information:

- Contract number and contract expiration date;
- Approved maximum contract amount; and
- In separate columns, the name of each matter for which an invoice is included, the subtotal amount of the fees and the subtotal amount of the costs billed for each matter, and the total combined sum of the fees and costs billed for each matter

2. The summary page shall include the following statement, signed by the supervising attorney or designated lead counsel:

> I have personally examined the attached invoice. All entries are in accordance with the firm's legal services agreement with HACLA and are correct and reasonable for the services performed and the costs incurred, and no item on this invoice has been previously billed to HACLA.
>
> [signature/date]

A sample transmittal summary page is attached.

3. Each billing matter shall be assigned a unique invoice number and shall be billed separately, rather than presented for payment as a combined invoice. The title of the matter and the invoice number shall be included as a header on each page of the invoice.

4. The time entries portion of each invoice shall include the following:

- The date and description of each task performed (no block billing or grouping multiple activities under one entry);
- The name of the person who performed the described work (the "timekeeper");

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- The amount of time billed by the timekeeper for the work described on that particular date; and
- If the matter is a litigation case, the abbreviated case title, court name and case number.
- Amount billed to date in both fees and costs for specific matter since inception of the matter.

5. At the end of the time entries portion of each invoice, the following information shall be provided for each timekeeper billing time to that matter:

- Timekeeper's name (first and last) and title or billing status (i.e., partner, associate, paralegal);
- Total number of hours billed by the timekeeper and the timekeeper's hourly rate; and
- Total amount billed by the timekeeper for that particular matter.

A sample invoice is attached.

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SAMPLE TRANSMITTAL PAGE

Firm Letterhead

Housing Authority of the City of Los Angeles
2600 Wilshire Blvd., 3rd Floor
Attention: Legal Department
Los Angeles, CA 90057

Contract expiration date: June 30, 2011
Contract Number: HA-00000
Approved maximum contract amount: $200,000

Invoice Date: 1/01/11
Invoice Number: 12345

INVOICE SUMMARY

Matter/Case	**Fees**	**Costs**	**Total**
General Legal Advice	$415.00	$900.00	$1,315.00
Smith v. Housing Authority	$726.00	$97.00	$823.00
Total Current Charges:			**$2,138.00**

Previous Balance:	$9,000.00
Payments and Other Credits Received:	$7,000.00
Balance Forward:	$2,000.00
Total Due:	**$4,138.00**
(*Total current charges plus balance forward*)	

I have personally examined the attached invoice(s). All entries are in accordance with the firm's legal services agreement with the Housing Authority of the City of Los Angeles ("HACLA") and are correct and reasonable for the services performed and the costs incurred, and no item on this invoice has been previously billed to HACLA.

_____ **Date:**

_____
Name/Title

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SAMPLE INVOICE

Matter Name: General Legal Advice

Date	Timekeeper	Activity	Hours	Fees
12/01/10	JS	Prepare	0.80	$200.00
12//02/10	JJ	Prepare	0.60	$147.00
12/02/10	JF	Prepare	0.40	$68.00

Total legal fees for this matter: $415.00

Timekeeper Summary

Timekeeper	Rate/Title	Hours	Amt.
John Smith	$250.00/hr. (partner)	0.80	$200.00
Juanita Flores	$200.00/hr. (associate)	0.60	$147.00
Judy Jones	$170.00/hr. (paralegal)	0.40	$68.00

Costs Advanced

Description	Charges	Documentation of Services
Court Reporter	$900.00	invoice attached

Total costs advanced for this matter: $900.00

CURRENT LEGAL FEES AND COSTS THIS MATTER: $1,315.00
(Total legal fees plus total costs advanced)

Legal Fees from Inception of Case/Matter: $_____

Legal Costs from Inception of Case/Matter: $_____

Total Costs/Fees from Inception of Case/Matter: $_____

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Exhibit B

Proposal Price/Cost Form

Bond Type	$20 million or less (Yrs. 1 – 5)	$20-40 million (Yrs. 1 – 5)	$40 million or more (Yrs. 1 – 5)
GO Bonds	$	$	$
Multi-family Housing	$	$	$
Single-Family Housing	$	$	$
Other Governmental	$	$	$
Refunding's	$	$	$

Principal Amount Multifamily or SF Private Activity Bonds (City as Issuer, HACLA as ground lessor and/or co-developer)	**Base Fee** (**) Single series of bonds to finance / refinance a multifamily or SF project	**Additional Fees** For each additional series of bonds	**Supplemental Fee** For each additional project
$20 million or less	$	$	$
$20-40 million	$	$	$
$40 million or more	$	$	$

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BILLING RATES FOR INSURED MATTERS

For any matter covered by HACLA's insurance, all rates for legal services shall be the lower of (i) the hourly billable rates contracted for in HACLA's contract with the Service Provider, or (ii) the Service Providers hourly billable rates approved by HACLA's insurance carrier regardless of whether any coverage limits or retentions have been exhausted. Consequently, for an insured matter, if coverage limits or retentions have been exhausted and HACLA assumes payment to the Service Provider for continued legal services, the billable hourly rates for legal services shall remain the lower of the two hourly billable rates.

REIMBURSED EXPENSES

Reimbursable expenses are in addition to compensation for any costs not identified above and shall be billed at actual net cost, without any "mark ups" or surcharges. All expenses must be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure). Expenses that exceed $500.00 must be approved by HACLA, in writing and in advance of incurring the cost.

- Renderings, models, mock-ups, professional photography, and presentation materials requested by HACLA: These specialized items are reimbursed at the business's actual cost, provided the costs are approved in advance and are supported by appropriate receipts, invoices or proof of expenditure.

- Photocopying: If copied in-house, photocopying charges are reimbursed at the rate of Service Provider's actual cost or $0.10 per page, whichever is less. If copied using an outside vendor, photocopying charges are reimbursed at the business's actual cost. When appropriate and more economical, large and/or complex copying jobs should be sent to a capable outside copy service.

- Telephone: Land-line and cellular long-distance telephone charges are reimbursed at the business's actual cost, provided the call relates to work on a particular matter and to the extent the charges are reasonable and backed up and supported by appropriate receipts, invoices or proof of expenditure. HACLA does not reimburse local telephone calls, whether land-line or cellular.
- Facsimile Charges: Facsimile charges are reimbursed at the rate of business's actual net costs for long distance telephone charges, provided the invoice claiming the cost is accompanied by documentation of the number of pages transmitted or received.

Messenger and Delivery: Messenger and delivery services are reimbursed at the rate of business's actual cost, except that rush charges will only be reimbursed if the business was not responsible for the rush. Messenger services and express mail shall only be used under extraordinary circumstances, and requests for reimbursements for such services should be accompanied by an explanation that justifies their use.

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TERMS OF OFFER

The undersigned proposes and agrees to furnish the Services at the price(s) listed herein. This proposal is valid for the **Minimum Acceptance Period** set forth in the RFP.

Name of Business: _____

By: _____ Title _____
(Must be signed by an individual who has authority to bind the business)

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Exhibit C

SERVICE PROVIDER RESPONSIBILITY QUESTIONNAIRE

Name of Firm: _____

All proposers submitting proposals must include this completed Questionnaire.

Use: This Service Provider Responsibility Questionnaire form will be used to evaluate Provider strength, stability and integrity as a business concern.

Instructions: Complete all questions, sign and return this Questionnaire with your proposal.

Confidential: HACLA's General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility, and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure per Evidence Code section 1040 and Government Code section 7922.000.

---

1. How many years has your business been in business in California under its present business name and license number?

_____ Years

2. At any time in the last five years, has your business or any of your firm's owners, officers or partners been in bankruptcy?

☐ Yes ☐ No

3. Is your business currently a debtor in a bankruptcy case?

☐ Yes ☐ No

4. At any time in the last five years, has your firm, or any business with which any of your firm's owners, officers or partners was associated as an owner, partner or officer, been debarred, disqualified, removed or otherwise prevented from bidding on, or competing for, any government agency contract for any reason?

☐ Yes ☐ No

5. At any time in the last five years, has your business been denied a contract award by a public agency based on a finding that your business was not a responsible bidder/proposer?

☐ Yes ☐ No

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6. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

7. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a state or federal crime involving the awarding of a government contract or the bidding/proposing or performance of a government contract?

☐ Yes ☐ No

8. Has your business or any of its owners, officers or partners ever been convicted of a state or federal crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

By: _____ Title: _____
(print/type name)

Signature: _____

This Responsibility Questionnaire must be signed by the same person who signed the Proposal Price Form

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Exhibit D

DECLARATION OF PARTICIPATON IN VENDOR DIVERSITY OUTREACH

HACLA: encourages diversity participation, however, no points or preference will be granted as part of the evaluation process.

HACLA encourages vendors/contractors/proposers undertake "good-faith" efforts to promote participation in contracting opportunities from Minority Business Enterprises, Woman Business Enterprises and Labor Surplus Area Businesses.

"Minority Business Enterprise" (MBE) means a certified business that is at least 51% owned and controlled by one or more minority group members, or, in the case of a publicly-owned business, one for which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, African/Black Americans, Hispanic/Latino Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.

"Women Business Enterprise" (WBE) means a certified business that is at least 51% owned and controlled by one or more women, or, in the case of publicly held corporation, 51% of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more such individuals.

"Labor Surplus Area Business" (LSA) means a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment. For more information on labor surplus areas, including a listing of local labor surplus areas, please see HACLA's page at http://www.hacla.org/mbewbe.

The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of their knowledge, true and correct with respect to the efforts made in "good-faith" to promote/encourage outreach efforts for diversity participation.

1. Identified Bid/Proposal Items

☐ We identified specific items in the bid/proposal to be performed or procured from MBE/WBE/LSA businesses.

☐ We **did not** identify such items.

Initial _____

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2. Advertisement

☐ Not less than _____ days prior to the submission of the bids/proposals, we advertised for bids/proposals from interested MBE/WBE/LSA businesses in more than one daily or weekly newspaper, trade association publications, minority or trade oriented publications, trade journals, internet, social media and/or other media. [NOTE: You may be requested to submit Proof of advertisement]

☐ We **did not** advertise for bids from MBE/WBE/LSA businesses.
Initial _____

3. Written Notice

☐ Not less than _____ days prior to the submission of the bids/proposals, we provided written notice of our interest in bidding and requested assistance from organizations that provide assistance in the recruitment and placement of MBE/WBE/LSA and other business enterprises. [NOTE: You may be requested to submit a list of organizations that provided such assistance.]

☐ We **did not** provide such written notice.
Initial _____

4. Participation

☐ We directly solicited MBE/WBE/LSA businesses that have agreed to participate in this contract if awarded.

☐ We **did not** obtain participation by MBE/WBE/LSA businesses.
Initial _____

5. Negotiations

☐ We negotiated in good-faith with interested MBE/WBE/LSA businesses. [NOTE: You may be requested to submit a list of the negotiating businesses that includes the item of work solicited.]

☐ We **did not** engage in such negotiations.
Initial _____

_____
Company Name

_____ _____
Signature Title

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Exhibit E

LIST OF SUBCONTRACTORS

Contractor certifies that it has investigated the eligibility of each Subcontractor listed below and has determined that none is debarred, suspended or otherwise ineligible to be awarded contracts by any agency of the United States Government or to participate in programs of the U.S. Department of Housing and Urban Development.

Company Name: _____

Business Information	Trade/Business
[1]Name: _____ Address: _____ City/State: _____ Contact Name: _____ Contact Phone Number: _____ Contact Email: _____	
[2]Name: _____ Address: _____ City/State: _____ Contact Name: _____ Contact Phone Number: _____ Contact Email: _____	

(Submit additional forms as needed) (Submit additional forms as needed)

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Exhibit F

WORKFORCE PROFILE

(attached)

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CONTRACTOR WORKFORCE PROFILE

Please insert the information requested below for each permanent, full-time (eight hours or more per day) employee employed by the business.

OCCUPATION	MALE EMPLOYEES							FEMALE EMPLOYEES						
	Hispanic or Latino	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	Amer. Indian or Alaska Native	Two or More Races/Race Unknown	Hispanic or Latino	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	Amer. Indian or Alaska Native	Two or More Races/Race Unknown
Exec/Senior Mgrs														
First/Mid-Lvl Mrgs														
Professionals														
Technicians														
Sales Workers														
Admin Support														
Craft Workers														
Operatives														
Laborers & Helpers														
Service Workers														
Totals														

Race and ethnic designations are those used by the Equal Employment Opportunity Commission, and do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

White (Not Hispanic or Latino) - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Black or African American (Not Hispanic or Latino) - A person having origins in any of the black racial groups of Africa.

Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

Asian (Not Hispanic or Latino) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

American Indian or Alaska Native (Not Hispanic or Latino) - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

Two or More Races (Not Hispanic or Latino) - All persons who identify with more than one of the above six races.

Name of Business: _____ Total All Employees: _____

Total Male Employees: _____ Total Female Employees: _____

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Exhibit G

CONTRACT FOR SERVICES BETWEEN
HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
AND
INSERT CONTRACTOR NAME

Non-Federal Funding

THIS CONTRACT ("Contract") is made and entered into this insert start date ("Effective Date"), by and between the Housing Authority of the City of Los Angeles, State of California, a public body, corporate and politic (hereinafter referred to as "HACLA"), and insert contractor name, (hereinafter referred to as the "Service Provider"). HACLA and Service Provider are hereinafter collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, HACLA requires insert description of services ("Services"), to be performed at insert address that otherwise cannot be provided by regular employees of HACLA;

WHEREAS, HACLA has determined that the most effective and feasible manner of obtaining such Services is by contracting for them;

WHEREAS, using competitive proposal procedures, HACLA issued Request for Proposals (RFP) insert number for the Services;

WHEREAS, Service Provider, who has been identified as being qualified to perform the obligations set forth in this Contract, submitted a proposal offering the Services on terms and conditions that are acceptable to HACLA;

WHEREAS, the Board of Commissioners, by resolution adopted on insert date authorized HACLA to contract with Service Provider for said Services; and

WHEREAS, HACLA and Service Provider desire to enter into this Contract for the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated, the parties hereto agree as follows:

Section 1. STATEMENT OF SERVICES

A. Scope of Services. Service Provider shall, in a manner satisfactory to HACLA, completely perform the Services set forth in the "Scope of Services" attached hereto as Exhibit 1, and in

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accordance with its proposal submitted in response to HACLA's Request for Proposals ("Service Provider's Proposal"), which is incorporated herein by this reference. Any conflicts between the requirements of the Scope of Services attached hereto and the Service Provider's Proposal shall be referred for resolution to HACLA, whose decisions in such matters shall be final and binding on both parties.

B. Additional Services. Any work determined by HACLA to be necessary for the proper completion of the Services, but which is not included within the Scope of Services shall be considered "Additional Services." Only HACLA's Contracting Officer identified in the Notices section herein or his or her authorized designee may authorize Additional Services. The parties expressly acknowledge that any other HACLA employees are without authorization to order Additional Services or to waive contractual requirements of this Contract. Failure of the Service Provider to secure proper authorization for Additional Services shall constitute a waiver of any and all right to adjustment in the Maximum Cumulative Payment Obligation amount set forth herein, and Service Provider shall not be entitled to compensation for such unauthorized services. Any such approval of Additional Services by the Contracting Officer, as well as any other material change in the terms and conditions of this Contract, shall only be binding upon either party if confirmed in a written amendment to this Contract executed by both parties.

Section 2. SERVICE PROVIDER'S DUTIES, WARRANTIES AND RESPONSIBILITIES

A. Service Provider agrees to abide by and perform all of the Services specified in this Contract and all exhibits and attachments thereto, which are incorporated herein by this reference. Service Provider shall provide, furnish, and supply all things necessary and incidental for the Services to be performed, including, but not limited to, provision of all necessary labor, materials, equipment and transportation, unless otherwise specified herein.

B. Service Provider warrants that it is free to enter into this Contract and is not subject to any obligation or disability which will or might prevent or interfere in fully keeping and performing all of the conditions to be kept and performed under this Contract.

C. Service Provider further warrants that it has not paid anyone for the purpose of entering into this Contract, and that entering into this Contract and performing the services hereunder will not constitute a conflict of interest. Service Provider further warrants that neither it, nor its agents or representatives, has offered or given gratuities in the form of entertainment, gifts, favors or other items or services of value to any officer or employee of HACLA with a view toward securing: (i) award of this Contract, (ii) amendment of the Contract after award, or (iii) favorable treatment of Service Provider by HACLA in the administration of the Contract or in the making of any determination with respect to Service Provider's performance of its obligations under the Contract.

D. Service Provider warrants that the Work to be performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Service Provider's profession, doing the same or similar work under the same or similar circumstances.

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E. Service Provider shall be responsible for any technical accuracy, timely completion of reports, and other services furnished by Service Provider under this Agreement. Service Provider shall, at no additional cost to HACLA, correct and/or revise any errors, omissions, or other deficiencies in its reports, calculations, and other services.

Section 3. FEES, PAYMENTS AND INVOICES

A. Fees for Contracted Services. For Service Provider's full and complete performance of its obligations under this Contract, HACLA shall pay Service Provider the fees set forth in the Schedule of Fees attached hereto as Exhibit 2 ("Contract Fees"). The Contract Fees are acknowledged to be fully burdened to include all direct costs, indirect costs and profit, and shall remain fixed for the entire Contract Term, including any option terms that may be exercised by HACLA.

B. Reimbursable Expenses. ☐ Applicable ☐ Not applicable.

If this section is applicable, the reimbursable expenses identified in the Fee Schedule are recognized as reimbursable expenses that may be reasonably and necessarily incurred in the performance of the Services. Reimbursable expenses are in addition to compensation for Basic and Additional Services and shall be billed at actual net cost, without any "mark ups" or surcharges. All expenses must be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure). Expenses that exceed $500.00 must be approved by HACLA, in writing and in advance of incurring the cost. HACLA does not reimburse for local travel costs, including but not limited to travel time from Consultant's office to HACLA's Office or project site. Local travel consists of travel within Los Angeles County and its immediate surrounding areas including but not limited to Orange County and Riverside County.

C. Maximum Cumulative Payment Obligation. Notwithstanding any other provision of this Contract to the contrary, HACLA's maximum cumulative payment obligation to Service Provider under this Contract shall be insert sum ($insert dollar value).

D. Remittance. Unless otherwise stated in this Contract, HACLA will pay all properly invoiced amounts due to Service Provider within 30 days after receipt of such invoice, except for any amounts disputed by HACLA. The parties shall seek to resolve all such disputes expeditiously and in good faith. Service Provider shall continue performing its obligations under this Contract notwithstanding any such dispute. Without prejudice to any other right or remedy, HACLA reserves the right to set off any amount owing to it by Service Provider against any amount payable by HACLA to Service Provider.

E. Automated Deposit of Payments. Service Provider will be paid by Automated Deposit with a Financial Institution that is a member of the Automated Clearing House. Service Provider shall complete HACLA's Automated Deposit Form, which shall be submitted to HACLA prior to the performance of Services under this Contract.

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F. Invoices. Service Provider shall submit invoices to HACLA for payment in arrears of work being performed and not more frequently than once per calendar month. Service Provider's invoices shall specify the following: (i) name of person(s) performing the work; (ii) description of work and location where work was performed; (iii) dates of work performance; (iv) if billing by hourly increments, the number of hours of work performed and the applicable billing rate; (v) total amount due and payable; and (vi) Contract number assigned for Services. Request for reimbursement of reimbursable expenses, if authorized, shall be itemized and supported by documentation. Invoices shall be signed by Service Provider's authorized representative, whose signature attests to the fact that the invoice is true and accurate. Invoices may be emailed to Accounts.Payable@hacla.org or may be mailed to:

Housing Authority of the City of Los Angeles
2600 Wilshire Blvd, Finance Dept., 4th Floor
Los Angeles, California 90057
Attention: Accounts Payable

Section 4. CONTRACT TERM

A. This Contract shall commence as of the Effective Date and continue in full force and effect through insert date ("Contract Term") unless earlier terminated as provided elsewhere in this Contract or extended by written amendment to this Contract.

B. Option Terms. ☐ Option terms apply ☐ Option terms do not apply

If this paragraph is applicable, the following option terms apply:

(1) 1st Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("1st Option Term") by giving notice to the Service Provider prior to the expiration of the initial Contract Term.

(2) 2nd Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("2nd Option Term") by giving notice to the Service Provider prior to the expiration of the 1st Option Term.

(3) 3rd Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("3rd Option Term") by giving notice to the Service Provider prior to the expiration of the 2nd Option Term.

(4) 4th Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("4th Option Term") by giving notice to the Service Provider prior to the expiration of the 3rd Option Term.

Section 5. INSURANCE

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A. During the term of this Contract, Service Provider shall, at its own cost and expense, procure and maintain the insurance required by the RFP:

(1) Workers' Compensation (statutory)/Employer's Liability (HACLA as a certificate holder and no exclusions for lead or asbestos): $1,000,000.

(2) Commercial General Liability (HACLA as an additional insured): $1,000,000.

(3) Automobile Liability (Evidence of insurance in the form of ACORD listing HACLA as a certificate holder): $500,000.

(4) Errors and Omissions (Professional Liability) (HACLA as a certificate holder): $1,000,000

B. Copies of Service Provider's insurance certificates and endorsements in effect as of the date of Contract execution are attached hereto as Exhibit 4. Service Provider is responsible for providing updated insurance records during the term of this Contract evidencing compliance with the above that shall supersede and replace those certificates and endorsements previously provided and which upon receipt by HACLA shall become a part of the Contract by this reference without further action required on the part of either party.

C. Service Provider shall be responsible for requiring indemnification and insurance as it deems appropriate from its consultants, agents and subcontractors, if any, to protect the Service Provider's and HACLA's interests, and for ensuring that such persons comply with any applicable insurance statutes. Service Provider shall provide HACLA with proof of compliance with this provision upon demand.

D. Except by agreement or instruction of HACLA in writing, Service Provider shall not commence Services prior to the effective date of the insurance required to be furnished by Service Provider. Service Provider's obligations to timely complete the Services shall not be changed by the effective date of such insurance.

Section 6. NOTICES

A. Any notices to be given pursuant to this Contract shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom it is intended as follows:

For HACLA:

Contracting Officer: Housing Authority of the City of Los Angeles

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Attn: Suket Dayal, Chief Administrative Officer
2600 Wilshire Boulevard, 3rd Floor
Los Angeles, CA 90057

Contracts Dept.: Housing Authority of the City of Los Angeles
Attn: insert, Contract Administrator
2600 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90057

Project Manager: Housing Authority of the City of Los Angeles
Attn: insert, Project Manager
2600 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90057

For Service Provider:

To: insert information

B. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

Section 7. SUBCONTRACTING

A. Service Provider and HACLA agree that Service Provider's unique talents, knowledge and experience form a basis for this Contract and that the services to be performed by Service Provider under this Contract are personal in character. Therefore, Service Provider shall not subcontract, assign or delegate any portion of this Contract or any duties or obligations hereunder to any subcontractor not identified in Service Provider's Proposal unless approved by HACLA in a written instrument executed and approved by HACLA in writing. Neither party shall, on the basis of this Contract, contract on behalf of or in the name of the other party. Any Contract that violates this Subcontracting section shall confer no rights on any party and shall be null and void.

B. To the extent Service Provider is permitted by HACLA to subcontract any portion of this Contract or any duties or obligations hereunder, Service Provider shall remain fully liable and responsible for all acts and omissions of its subcontractors in connection with the Services, as if it engaged in the acts and omissions directly.

Section 8. HACLA'S RIGHTS AND REMEDIES IN GENERAL

A. All of HACLA's rights and remedies under the Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract of

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certain breaches as material shall not waive HACLA's authority to designate other breaches as material nor limit HACLA's right to terminate the Contract, or prevent HACLA from terminating the Contract for breaches that are not material. HACLA's determination of whether there has been noncompliance with the Contract so as to warrant exercise by HACLA of its rights and remedies for default under the Contract, shall be binding on all parties. No termination or action taken by HACLA after such termination shall prejudice any other rights or remedies of HACLA provided by law or equity or by the Contract upon such termination, and HACLA may proceed against Service Provider to recover all liquidated damages and losses suffered by HACLA.

B. No action or failure to act by HACLA will constitute a waiver of a right afforded it under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by HACLA of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver. No provision contained in the Contract shall create or give to third parties any claim or right of action against HACLA or Service Provider.

Section 9. CONFIDENTIALITY

A. During the Contract Term and at all times thereafter, Service Provider will: (a) hold all Confidential Information (defined below) in strict trust and confidence; (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by the Contract; and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining HACLA's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform services hereunder and who have executed a confidentiality agreement with the Service Provider at least as protective as the provisions of this section. The provisions of this section shall survive the termination or expiration of this Contract. Service Provider will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Service Provider protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. HACLA owns all rights, title and interest in the Confidential Information. Upon HACLA's request and upon any termination or expiration of this Contract, Service Provider will promptly (a) return to HACLA or, if so directed by HACLA, destroy all Confidential Information (in every form and medium), and (b) certify to HACLA in writing that Service Provider has fully complied with the foregoing obligations.

B. Service Provider shall also comply with applicable State, Federal and HUD statutes, regulations, policies and procedures governing the gathering, use and protection of Confidential Information and security of system(s) including, but not limited to the federal Privacy Act of 1974 (5 U.S.C. § 552a).

C. "Confidential Information" means: (i) any information related to the business or operations of HACLA, including information relating to HACLA's personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of HACLA (and proprietary information of

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third parties provided to Service Provider) which is designated confidential or proprietary, or that Service Provider otherwise knows, or would reasonably be expected to know, is confidential; (iii) Personally Identifiable Information or PII of HACLA's clients, users, applicants, participants, tenants and/or landlords, which consists of any information collected, stored and/or disseminated in the performance of this Contract that permits the identity of an individual to be directly or indirectly inferred, either alone or in combination with other easily accessible sources, including any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. Examples of PII include, but are not limited to: name; personal identification number, such as social security number (SSN), passport number, driver's license number, taxpayer identification number, or financial account or credit card number; physical or email address information; and personal characteristics, including photographic images (especially of face or other identifying characteristic). Confidential Information does not include information that Service Provider demonstrates to HACLA's satisfaction that: (a) Service Provider lawfully knew prior to HACLA's first disclosure to Service Provider, (b) a third party rightfully disclosed to Service Provider free of any confidentiality duties or obligations, or (c) is, or through no fault of Service provider has become, generally available to the public.

D. In the event that Service Provider receives a subpoena, public records act request, court order, or other legal document requiring release of Confidential Information or documents, or is informed that such an order is forthcoming, Service Provider will immediately provide notice to HACLA's designated contact person for this Contract in order to permit HACLA to seek a protective order or other similar order if appropriate.

E. Service Provider shall notify HACLA promptly and in writing upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with HACLA to protect such information. Service Provider shall further immediately report to HACLA any security incidents of which it becomes aware, such as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Confidential Information in Service Provider's possession or electronic interference with HACLA's operations. Service Provider shall make a report to HACLA not more than five (5) business days after learning of such use or disclosure, in which it shall identify to the extent known: (i) nature of the unauthorized use or disclosure; (ii) Confidential Information used or disclosed; (iii) who made the unauthorized disclosure or received unauthorized disclosure; (iv) what Service Provider has done to mitigate the negative effects; (v) what corrective action Service Provider has taken or shall take to prevent similar occurrences. HACLA will have the right to enforce this Contract by specific performance, as well as hold the Service Provider liable for any damages caused by any disclosure of any Confidential Information whether intentional or inadvertent.

Section 10. RESERVED

Section 11. RESERVED

Section 12. MISCELLANEOUS PROVISIONS

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A. Successorship. Service Provider and HACLA acknowledge that the provisions of this Contract are binding upon the Parties, their employees, agents, heirs, successors and assigns.

B. Governing Law. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. In any action arising out of this Contract, Service Provider consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California

C. Severability. If any provision or any part of a provision of this Contract shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of this Contract, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

D. No Waiver. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver. Further, the failure of either Service Provider or HACLA to insist, in any one or more instances, on the performance of any of the obligations required by the other under this Contract shall not be a construed as a waiver or relinquishment of such obligation or right with respect to future performance.

E. Amendments. This Contract may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

F. No Attorney Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to the Contract or as a result of any alleged breach of any provision of the Contract, each party shall bear its own costs and expenses, including attorney fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

G. Exhibits. All exhibits referred to in this Contract are incorporated herein by this reference.

H. Entire Agreement. The Contract, including all exhibits and other documents incorporated herein or made applicable by reference, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written.

I. Binding Authority to Sign and Authorization. Each of the Parties to this Contract hereby represent that all necessary and appropriate actions of their governing bodies, as applicable, have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons

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executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purport to represent.

J. Survival. The provisions of this Contract which by their nature survive termination of this Contract or final completion, including all warranties, indemnities, payment obligations, and HACLA's right to audit Contractor's books and records, shall remain in full force and effect after final completion or any termination of the Contract.

K. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original.

L. Legal Requirements; Permits, Codes and Licenses. Service Provider agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act (ADA), the Fair Labor Standards Act (FSLA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work. Service Provider shall identify, secure and pay for all permits, fees, licenses and approvals necessary for the proper execution and completion of the Services.

M. Interpretation. Should interpretation of this Contract or any portion thereof, be necessary, it is deemed that this Contract was prepared by the parties jointly and equally, and shall not be interpreted against either party on the grounds that the party prepared this Contract or caused it to be prepared. The captions and headings of the various articles and paragraphs of this Contract are for convenience and identification only and shall not be deemed to limit or define the content of the respective articles and paragraphs hereof.

N. Performance Evaluation. Service Provider's performance under the Contract, including any work performed by its subcontractors or others under the supervision or control of Service Provider, will be evaluated in accordance with HACLA's Service Provider Evaluation Form, a copy of which is available at www.hacla.org/forms (copy available upon request). Service Provider understands and agrees that HACLA may rely upon completed Service Provider Evaluation Forms in assessing Service Provider's qualifications, responsibility and ability to perform on future contracting opportunities with HACLA, and further, that an over-all assessment of "Unsatisfactory", may result in the Service Provider's disqualification or debarment from future contracting opportunities with HACLA.

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In executing this Contract, HACLA and Service Provider each individually represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate approvals to execute this Contract, and to perform the services described herein.

IN WITNESS WHEREOF, HACLA and the Service Provider have executed this Contract on the day and year first above written.

Approved as to form

By: _____
LEGAL COUNSEL

Name:_____

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

By: _____
SUKET DAYAL
Chief Administrative Officer

insert Service Provider name

By:_____
(Signature of Person Authorized To Sign)

_____
(Printed Name of Person Authorized To Sign)

Title: _____

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Exhibit 1

SCOPE OF SERVICES

[to be inserted]

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Exhibit 2

CONTRACT FEES

[to be inserted]

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Exhibit 3

HACLA'S CONTRACT GENERAL CONDITIONS FOR SERVICES

Non-Federal Funds Exceeding Simplified Acquisition Threshold

A. ALL CONTRACTS – REGARDLESS OF FUNDING SOURCE

All Contracts for the delivery of Services, regardless of funding source utilized, are subject to the following contract terms and conditions:

Definitions

The following definitions are applicable to the Contract:

(a) "Authority" or "HACLA" means the Housing Authority of the City of Los Angeles.

(b) "Contract" means the contract entered into between HACLA and the Service Provider, including all formal changes by addendum, (if any), and contract modifications (if any), and all exhibits and attachments hereto, including these Contract General Conditions. "Contract" also includes Service Provider's Proposal submitted in response to HACLA's Request for Proposals and all exhibits and attachments thereto, Service Provider's Best and Final Offer (BAFO), if applicable, Service Provider's Section 3 Economic Opportunity Plan (EOP), and Service Provider's Insurance Endorsements.

(c) "Day" means calendar days, unless otherwise stated.

(d) "Service Provider" means the person or other entity entering into the contract with HACLA to perform all of the Services required under the Contract.

1. Changes. (a) HACLA may at any time, by written order, make changes within the general scope of the Contract in the services to be performed.

(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the Contract, or the time required for performance of any part of the work under the Contract, whether or not changed by the order, or otherwise affects the conditions of the Contract, HACLA will make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and will modify the Contract accordingly.

(c) The Service Provider must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if HACLA decides that the facts justify it, HACLA may receive and act upon a proposal submitted before final payment of the Contract.

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Service Provider from proceeding with the Contract as changed.

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(e) No services for which an additional cost or fee will be charged by the Service Provider shall be furnished without the prior written consent of HACLA.

2. Termination for Convenience and Default. (a) HACLA may terminate the Contract in whole, or from time to time in part, for HACLA's convenience or the failure of the Service Provider to fulfill the Contract obligations (default). HACLA shall terminate by delivering to the Service Provider a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Service Provider shall: (i) immediately discontinue all Work affected (unless the notice directs otherwise); and (ii) deliver to HACLA all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process.

(b) If the termination is for the convenience of HACLA, HACLA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Service Provider to fulfill its obligations under the Contract (default), HACLA may (i) require the Service Provider to deliver to it, in the manner and to the extent directed by HACLA, any Work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, above; (ii) take over the Work and prosecute the same to completion by Contract or otherwise, and the Service Provider shall be liable for any additional cost incurred by HACLA; or (iii) withhold any payments to the Service Provider, for the purpose of off-set or partial payment, as the case may be, of amounts owed by HACLA to the Service Provider.

(d) If, after termination for failure to fulfill Contract obligations (default), it is determined that the Service Provider had not failed, the termination shall be deemed to have been effected for the convenience of HACLA, and the Service Provider shall be entitled to payment as described in paragraph (b) above.

3. Contract Following Termination. Upon termination, whether for cause or for convenience, the provisions of the Contract remain in effect as to any claim, indemnity obligation, warranties, guarantees, or other such rights and obligations arising prior to the termination date.

4. Contract Termination; Debarment. A breach of the Contract may be grounds for termination of the Contract and for debarment or denial of participation in future HACLA procurement opportunities.

5. Examination and Retention of Service Provider's Records. HACLA or any of its duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Service Provider’s directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

6. Reserved

7. Disputes. (a) All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this

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clause.

(b) All claims by the Service Provider shall be made in writing and submitted to HACLA. A claim by HACLA against the Service Provider shall be subject to a written decision by HACLA.

(c) HACLA will, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Service Provider, within 30 days after receipt of HACLA's decision, shall notify HACLA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Service Provider has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against HACLA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Service Provider has had a reasonable time to respond to a written request by HACLA that it submit a final voucher and release, whichever is earlier, then HACLA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Service Provider shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the Contract, and comply with any decision of HACLA.

8. Assignment of Contract. The Service Provider shall not assign or transfer any interest in the Contract; except that claims for monies due or to become due from HACLA under the Contract may be assigned to a bank, trust company, or other financial institution. If the Service Provider is a partnership, the Contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by HACLA.

9. Project Staff. Service Provider shall employ a complete and competent Project staff for the duration of the Work. Upon notice from HACLA requesting replacement of any Project staff member who is unsatisfactory to HACLA, Service Provider shall in a timely manner, but in no event longer than 3 days after notification, replace such member with a competent member satisfactory to HACLA. Failure by Service Provider to comply with the provisions of this paragraph shall entitle HACLA, at its option exercised in its sole discretion, to terminate this Contract or suspend the Work until Service Provider complies with this paragraph. All costs or damages associated with such termination or suspension shall be borne by Service Provider, without adjustment in the contract amount or time for completion.

10. Organizational Conflicts of Interest. (a) The Service Provider warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of Work under the Contract and a Service Provider's organizational, financial, contractual or other interests are such that: (1) award of the Contract may result in an unfair competitive advantage; or (2) the Service Provider's objectivity in performing the Contract Work may be impaired.

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(b) The Service Provider agrees that if after award it discovers an organizational conflict of interest with respect to the Contract or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action which the Service Provider has taken or intends to take to eliminate or neutralize the conflict. HACLA may, however, terminate the Contract or task/delivery order for the convenience of HACLA if it would be in the best interest of HACLA.

(c) In the event the Service Provider was aware of an organizational conflict of interest before the award of the Contract and intentionally did not disclose the conflict to the Contracting Officer, HACLA may terminate the Contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Service Provider. The Service Provider shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

11. Inspection and Acceptance. (a) HACLA has the right to review, require correction, if necessary, and accept the work products produced by the Service Provider. Such review(s) shall be carried out within 30 days so as to not impede the work of the Service Provider. Any product of work shall be deemed accepted as submitted if HACLA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Service Provider.

(b) The Service Provider shall make any required corrections promptly at no additional charge and return a revised copy of the product to HACLA within 7 days of notification or a later date if extended by HACLA.

(c) Failure by the Service Provider to proceed with reasonable promptness to make necessary corrections shall be a default. If the Service Provider's submission of corrected work remains unacceptable, HACLA may terminate this contract (or the task order involved) or reduce the Contract price or cost to reflect the reduced value of services received.

12. Service Provider's Status. It is understood that the Service Provider is an independent contractor and is not to be considered an employee of HACLA, or assume any right, privilege or duties of an employee, and shall save harmless HACLA and its employees from claims suits, actions and costs of every description resulting from the Service Provider's activities on behalf of HACLA in connection with this Agreement.

13. Reserved

14. Other Service Providers. HACLA may undertake or award other contracts for additional work at or near the site(s) of the Work under the Contract. The Service Provider shall fully cooperate with the other Service Providers and with HACLA employees and agents and shall carefully adapt scheduling and performing the Work under the Contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Service Provider shall not commit or permit any act that will interfere with the performance of work by any other Service Provider or HACLA employee.

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15. General Indemnification for Design Professionals.[1] (a) To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Service Provider shall defend (with legal counsel reasonably acceptable to HACLA) hold harmless and indemnify HACLA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses, including without limitation reasonable attorney fees and costs, whether or not involving a third party claim, which arise out of, relate to, or result from (i) the intentional act or failure to act or the negligent performance of Services under this Contract, or any part thereof, or (ii) any intentional or negligent act or an omission of Service Provider, and any of Service Provider's subcontractors, and anyone directly or indirectly employed or controlled by Service Provider or any of Service Provider's subcontractors in furtherance of, related to or during the performance of this Contract. Service Provider's obligations set forth above shall survive the expiration or termination of this Contract, as well as any Option Term.

(b) HACLA does not, and shall not, waive any rights that it may have against Service Provider by reason of the acceptance by HACLA, or the deposit with HACLA, of any insurance policies or endorsements required pursuant to this Contract. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses described above.

16. General Indemnification for Service Providers Other than Design Professionals. (a) The Service Provider shall hold harmless, indemnify and defend HACLA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses (including without limitation reasonable attorney fees and costs), whether or not involving a third party claim, which arise out of, relate to, or result from (i) any breach of any representation or warranty of Service Provider contained in this Contract; (ii) any breach of any covenant or other obligation or duty of the Service Provider under this Contract or under applicable law; and/or (iii) any acts or omissions by Service Provider or subcontractor of any tier, in each case whether or not caused by the negligence of HACLA or any other Indemnified Party, and whether or not the relevant claim has merit. This indemnification provision shall not apply to any claims resulting solely from the gross negligence or willful misconduct of HACLA, HACLA's officers, employees, commissioners, servants, agents, successors, assigns,

[1] "Design Professional" refers to the entire range of professionals set forth in Civil Code §2782.8(c)(2): licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors.

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instrumentality entities, subsidiaries, and related non-profit corporations, or the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations. The Service Provider's obligations set forth above shall survive the expiration or termination of the Term of this Contract, including any Option Term.

(b) HACLA does not, and shall not waive any rights that it may have against the Service Provider by reason of the acceptance by HACLA, or the deposit with HACLA, of any insurance policies or endorsements required pursuant to this Contract. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses described above.

17. Indemnification for Patent and Copyright Infringement. (a) Service Provider shall defend (with legal counsel reasonably acceptable to HACLA), indemnify and hold harmless HACLA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses, including without limitation reasonable attorney fees and costs, that may at any time arise for any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons now or hereafter issued.

(b) HACLA will give prompt written notice to Service Provider of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Service Provider shall keep HACLA informed of all developments in the defense of such actions.

(c) If HACLA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Service Provider shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Service Provider cannot so procure such right within a reasonable time, Service Provider shall promptly, at Service Provider's option and at Service Provider's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

(d) Above paragraphs (a) and (b) hereof shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by HACLA and not offered or recommended by Service Provider to HACLA or (ii) arising from modifications to the Work by HACLA or its agents after acceptance of the Work.

(e) The obligations set forth in this Indemnification for Patent and Copyright Infringement clause shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

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18. Ownership of Results/Work for Hire. (a) Any interest (including, but not limited to, property interests and copyright interests) of Service Provider or its subcontractors, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Service Provider or its subcontractors in connection with Services to be performed under this Contract shall become the property of and will be transmitted to HACLA at the conclusion of this Contract. Service Provider may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Service Provider's activities, Service Provider shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions or the information contained in them which is incidental to the overall design of the Project.

(b) Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Service Provider or its subcontractors in connection with Services performed under this Contract shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of HACLA. In the event that it is ever determined that any works created by Service Provider or its subcontractors under this Contract are not Works for Hire under U.S. law, Service Provider hereby assigns all copyrights to such works to HACLA. With the prior written approval of HACLA, Service Provider may retain and use copies of such works for reference and as documentation of its experience and capabilities.

(c) After the completion of the Project, Service Provider shall not permit any reproductions to be made of any HACLA-owned documents without the written approval of HACLA and shall refer all requests for such documents by other persons to HACLA.

19. Warranty of Title. Service Provider warrants good title to all materials, supplies, and equipment incorporated in the Work.

20. Reporting Requirements. Service Provider, at such times and in such forms as HACLA may require, shall promptly and timely provide to HACLA such periodic reports as it may request pertaining to the Work undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract.

21. Order of Provisions; Interpretation. (a) In the event of a conflict between the Contract and these Contract General Conditions, the Contract shall prevail. In the event of a conflict between the Contract or these General Conditions and any applicable state or local law or regulation, the state or local law or regulation shall prevail.

(b) With respect to the Contract, Addenda shall govern over other portions of the Contract to the extent specifically noted; subsequent Addenda shall govern over prior Addenda only to the extent specifically noted.

(c) The Contract may omit modifying words such as "all" and "any," and articles such as "the" and "an,"

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but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

(d) Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract or any subdivision thereof.

(e) Any claimed inconsistency between a HUD provision and HACLA's provisions that supplement the HUD provision, HACLA shall have the sole power to decide which provision shall govern in the best interests of HACLA.

(f) If a claimed inconsistency cannot be resolved through the order of precedence, HACLA shall have the sole power to decide which document or provision shall govern as may be in the best interests of HACLA.

22. Accounting Records. Service Provider shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract in accordance with generally accepted accounting principles and practices.

23. Equal Employment Opportunity. Service Provider shall comply with all applicable equal opportunity and affirmative action laws, directives and regulations.

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Exhibit 4

SERVICE PROVIDER INSURANCE DOCUMENTATION

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